



Honorable Board of Directors
 Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the **C0666-1 LOWER CALERA CREEK FLOOD PROTECTION PROJECT**, the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within 1,680 calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with the Instructions to Bidders, Contract Bonds, paragraph #22 and Execution of Contract, paragraph #23. If the Bidder fails to meet these requirements within the time specified in the Instruction to Bidders, Failure to Execute Contract, paragraph #24, the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

TOTAL BID: \$ 18,758,167⁰⁰

Bidder acknowledges receipt of the following Addenda to the Bid Documents:

Addenda are posted online at <https://www.valleywater.org/construction>.

NO Addenda received

Addenda received as follows:


Addendum No. 1 Date 04.30.21 Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

Failure to acknowledge receipt of an Addendum on the Bid Form is not, in itself, cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

BIDDER'S COMPANY INFORMATION

NAME: Michels Corporation	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER: 553612	316 N. Milwaukee St.
DATE OF EXPIRATION: 01.31.23	Suite 410
LICENSE CLASSIFICATION(S): A	Milwaukee, WI 53202
PHONE No.: (920) 924-4300	FAX No.: (N/A)
EMAIL ADDRESS:	

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature: 	Date: 05:05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager	

SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1.	COMPLIANCE WITH NPDES GENERAL PERMIT	<u>Lump Sum</u> Lump Sum	\$ 564,379.00	\$ 564,379.00
2.	POTHOLE	<u>25</u> Pothole	\$ 4,919.00	\$ 122,975.00
3.	MONITORING SURVEYS	<u>Lump Sum</u> Lump Sum	\$ 30,189.00	\$ 30,189.00
4.	NOISE POLLUTION AND VIBRATION MONITORING	<u>10</u> Monitoring Location	\$ 5,061.00	\$ 50,610.00
5.	MIGRATORY BIRDS	<u>Lump Sum</u> Lump Sum	\$ 157,225.00	\$ 157,225.00
6.	CONTRACTOR'S QUALITY CONTROL	<u>Lump Sum</u> Lump Sum	\$ 237,703.00	\$ 237,703.00
7.	MOBILIZATION AND DEMOBILIZATION	<u>Lump Sum</u> Lump Sum	\$ 1,141,698.00	\$ 1,141,698.00
8.	CLEARING AND GRUBBING	<u>Lump Sum</u> Lump Sum	\$ 30,903.00	\$ 30,903.00
9.	DEMOLITION AND DISPOSAL	<u>Lump Sum</u> Lump Sum	\$ 330,697.00	\$ 330,697.00
10.	CONTROL OF WATER	<u>Lump Sum</u> Lump Sum	\$ 569,669.00	\$ 569,669.00
11.	CHANNEL EXCAVATION	<u>17,500</u> Cubic Yard	\$ 58.25	\$ 1,019,375.00
12.	TOPSOIL	<u>2,300</u> Cubic Yard	\$ 58.75	\$ 135,125.00
13.	CHANNEL EMBANKMENT	<u>8,300</u> Cubic Yard	\$ 66.00	\$ 547,800.00
14.	ROCK PROTECTION	<u>Lump Sum</u> Lump Sum	\$ 126,754.00	\$ 126,754.00



BID FORM NO. 1
Proposal and Bid Items

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
15.	SHORING	<u>Lump Sum</u> Lump Sum	\$ 684,128.00	\$684,128.00
16.	EXTERIOR FLATWORK WITHIN CITY RIGHT OF WAY	<u>Lump Sum</u> Lump Sum	\$ 120,753.00	\$120,753.00
17.	MAINTENANCE ROAD AND MAINTENANCE ACCESS	<u>Lump Sum</u> Lump Sum	\$ 442,112.00	\$442,112.00
18.	SITE UTILITIES	<u>Lump Sum</u> Lump Sum	\$ 64,480.00	\$64,480.00
19.	CHAIN LINK FENCE AND GATES	<u>Lump Sum</u> Lump Sum	\$ 235,332.00	\$235,332.00
20.	PASSIVE FLOOD GATE	<u>Lump Sum</u> Lump Sum	\$ 158,852.00	\$158,852.00
21.	FLOOD WALLS	<u>Lump Sum</u> Lump Sum	\$ 10,680,445.00	\$10,680,445.00
22.	ARCHITECTURAL TREATMENT	<u>Lump Sum</u> Lump Sum	\$ 64,830.00	\$64,830.00
23.	WETLAND BROADCAST SEEDING AND PLANTING	<u>Lump Sum</u> Lump Sum	\$ 115,033.00	\$115,033.00
24.	ESTABLISHMENT MAINTENANCE	<u>Lump Sum</u> Lump Sum	\$ 265,143.00	\$265,143.00
25.	LOWER BERRYESSA CREEK TRAIL	<u>Lump Sum</u> Lump Sum	\$ 358,110.00	\$358,110.00
26.	CITY STORM DRAIN OUTFALL MODIFICATIONS	<u>Lump Sum</u> Lump Sum	\$ 200,147.00	\$200,147.00
SECTION A SUBTOTAL			\$	18,454,467.00



SECTION B - SUPPLEMENTA BID ITEMS
 These Bid items may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District


ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1.	ADDITIONAL TOPSOIL	1,000 Cubic Yard	\$ 81.00	\$81,000
2.	CONTINGENCY IRRIGATION	20 Irrigation Event	\$ 11,135.00	\$222,700
SECTION B SUBTOTAL			\$	303,700.00
TOTAL BID (SECTIONS A SUBTOTAL + B SUBTOTAL)			\$	18,758,167.00

- A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100 et seq., and any amendment thereof. Bidder must complete the form below for each Subcontract that exceeds one-half of one percent (½%) of the Bidder's total Bid. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.
- B. Failure by a subcontractor to be registered to perform public work as required by the California Labor Code Section 1771.1 (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

NAME	LICENSE NO.	DIR REGISTRATION NO.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		
Oliveria Fence Santa Clara, CA	404243 08.31.21	1000003214 06.30.23	Fence	0.9%
AAA Fencing Santa Clara, CA	522762 01.31.22	1000002526 06.30.22	Fence	
Garrison Demolition San Ramon, CA	1047936 12.31.22	1000063040 06.30.23	Demolition	1.2%
Martin Brothers & Sacramento, CA	726454-A 08-31-22	1000000017 06.30.22	Paving	1.3%

BP
BP

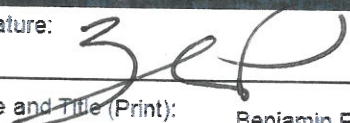
SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)

Bidder's Signature: 	Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager	

- A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100 et seq., and any amendment thereof. Bidder must complete the form below for each Subcontract that exceeds one-half of one percent (½%) of the Bidder's total Bid. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.
- B. Failure by a subcontractor to be registered to perform public work as required by the California Labor Code Section 1771.1 (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

NAME	LICENSE NO.	DIR REGISTRATION NO.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		
CMC Rebar Tracy, CA	778010	1000000298 06.30.22	Rebar	5.9%
MEER Santa Clara, CA	273978 06.30.21	1000002302 06.30.22	Rebar	
Vibrasure San Francisco, CA	N/A	1000068215 06.30.21	Monitoring	
Apex Testing San Francisco, CA	N/A	1000012776 06.30.21	Testing	0.9%
KCF Environmental San Luis Obispo, CA	813844 10.31.22	1000010403 06.30.21	Landscaping	1.8%

 BP
 BP

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: 	Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager	



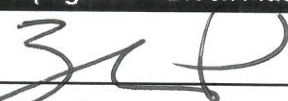
In accordance with Public Contract Code Section 7106, Benjamin Ploederl
(Bidder's full name)

declares that he or she is General Manager
(Bidder's title)

of Michels Corporation
(Company's name)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i>.)	
Bidder's Signature: 	Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager	



BE IT KNOWN BY THESE PRESENTS,

That we, Michels Corporation, as PRINCIPAL,
and Western Surety Company, as SURETY,

are held and firmly bound unto the Santa Clara Valley Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the Santa Clara Valley Water District, for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of Ten Percent of Amount Bid (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned Proposal to the District, for certain construction specifically described as follows, for which Proposals are to be opened at San Jose, California, on May 5, 2021, (or such other date as specified per Addendum) for

C0666-1 LOWER CALERA CREEK FLOOD PROTECTION PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Proposal, and files originals (copies are unacceptable) of the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the 5th day of May, 2021.

PRINCIPAL: Michels Corporation

SURETY: Western Surety Company

Signature: [Handwritten Signature]
Seal: MICHELS CORPORATION WISCONSIN

Signature: [Handwritten Signature]
Name: Nicole Langer (Seal)
Title: Attorney-in-Fact

310 N. Milwaukee Street, Suite 400
Milwaukee, WI 53202
Address

8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437
Address

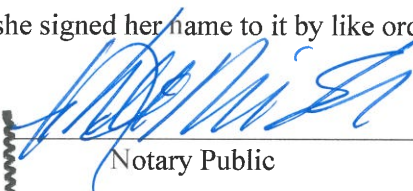
- NOTE: 1. Original Bidder's Bond documents with embossed seal from the Surety are required. Photocopies are unacceptable and will result in the Bid submitted being determined non-responsive.
2. Signature of those executing for Surety must be properly acknowledged.

Surety Acknowledgment

State of MINNESOTA }
County of Hennepin } ss.

On this 5th day of May 2021, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she/he is the Attorney-in-Fact of Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.





Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather Goedtel, Kelly Nicole Bruggeman, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of July, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of May, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Iran Contracting Act Bid Certification
(Public Contract Code Sections 2202–2208)
Must be Completed for any Proposal of \$1,000,000 or more

Public Contract Code (PCC) Sections 2200–2208 are known as the Iran Contracting Act of 2010 and prohibit public entities from contracting with companies that have specified business activities in Iran’s petroleum sector. Companies seeking to bid on state or local government contracts are required to certify that they are not engaged in developing Iran’s petroleum resources.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Santa Clara Valley Water District contract for goods or services of one million dollars (\$1,000,000 or more), a person (vendor, firm, corporation, etc.) must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list is posted online at: www.dgs.ca.gov, search “Iran Contracting Act List”.

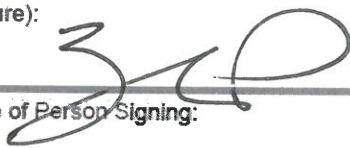
To comply with this requirement, please complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)



Please complete one of the options below (see prior page for additional explanation).

OPTION NO. 1—CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the person/financial institution identified below, and the person/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed):	Federal ID No. (or n/a):
Michels Corporation	39-0970311
By (Authorized Signature):	
	
Printed Name and Title of Person Signing:	
Benjamin Ploederl, General Manager	
Date Executed:	Executed in (City & State):
05.05.21	Milwaukee, Wisconsin

OPTION NO. 2—EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a person/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed):	Federal ID No. (or n/a):
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in (City & State):



Timely submission of these Forms is considered material by the District.

All Bidders must complete and submit this Bidder's General Information, Bid Form 7, including the required attachments. The Bidder may be considered not responsible based on information provided on this Form. Additional sheets may be attached as required.

1. Number of years as a contractor in construction work of this type: 61 years

2. Names and titles of all officers of Bidder's firm:
Patrick D. Michels, President and CEO
John Schroeder, Executive Vice President
Timothy J. Michels, Treasurer and Vice President
Kevin P. Michels, Secretary and Vice President

3. Name of person(s) who inspected site of proposed work for your firm:
Name: Dan Kluckman Date of Inspection: 04/26/2021

4. Name, address, and telephone number of surety company and agent who will provide the required bonds for this Contract:
Willis Towers Watson Midwest, Inc.
8400 Normandale Lake Blvd, Ste. 1700, Bloomington, MN 55437, (763) 302-7159
Heather Goedel, Senior Client Specialist, Surety

5. **Résumé of Designated Authorized Representative: Attach the résumé of the person who will be designated as authorized representative. The Contractor's authorized representative must have requisite background and experience to administer and oversee the Work on behalf of the Contractor. The representative must have complete authority to represent and act for the Contractor as stated in Standard Provisions, Contractor Staffing, Article 3.03.**

6. **Prior Construction Contracts: Bidder must provide at least two (2) construction contracts similar in scope and complexity to this Project that your organization has performed during the last 5 years. Use the PRIOR CONSTRUCTION CONTRACTS form (page 3 of this Bid Form 7) for each project.**

7. **Claims and lawsuits: if the answer to any of the questions below is "yes" explain the circumstances on an attached sheet.**
 - 7.1 Has your organization ever failed to complete an awarded contract?
 Yes No



- 7.2 Are there any judgments, claims, alternate dispute resolution proceedings or suits pending or outstanding against your organization or its officers?
 Yes No See enclosed Statement Re: Claims & Litigation
- 7.3 Has your organization filed any lawsuits or requested an alternate dispute resolution with regard to construction contracts within the last 5 years?
 Yes No

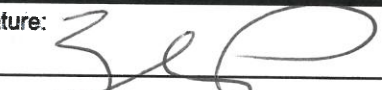
8. The Bidder hereby declares that the Bidder has not been convicted, within the preceding 3 years, of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of any public work contract with any public entity. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.
9. Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?
 Yes No

If the answer is "yes," explain the circumstances in the following space:

10. The Bidder signing for Contractor certifies that neither Bidder nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

District reserves the right to verify the above information.

I STATE UNDER PENALTY OF PERJURY THAT EACH AND ALL OF THE STATEMENTS I HAVE MADE IN RESPONSE TO PARAGRAPHS 8, 9 & 10 ABOVE ARE TRUE AND CORRECT.

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature: 	Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager	



PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Milwaukee Metropolitan Sewerage District
260 West Seeboth St., Milwaukee, WI 53204, (414) 272-5100
- B. Name of project: Underwood Creek Ecosystem Restoration
- C. Location of project: Wauwatosa, Wisconsin (Underwood Creek)
- D. Brief description of the work involved: Demolishing existing concrete creek bottom and channel banks, construction of segmented retaining wall, installation of stone bottom and riprap, planting and seeding.
- E. Contract amount: \$11,584,598
- F. Claims amount: \$0
- G. Liquidated damages assessed: None
- H. Date of completion of contract: 12/06/2017
- I. Name, address, and telephone number of design firm's architect or engineer:
Inter-Fluve, Beth Wentzel (Engineer), 113 S. Main St., Unit 107, Lodi, WI 53555, (608) 354-8260
- J. Name of owner's project manager: Tom O'Bryan, Civil Engineer, U.S. Army Corps of Engineers
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

Bidder's Signature:  Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager



PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: U.S. Army Corps of Engineers, St. Louis District
1222 Spruce St., St. Louis, MO 63103, (314) 331-8000
- B. Name of project: Wood River Cutoff Wall; Phase 2
- C. Location of project: Madison County, Illinois (Wood River Levee)
- D. Brief description of the work involved: Environmental protection, site demolition and restoration,
geotechnical instrumentation, construction of high hazard slurry wall, earthwork, planting and seeding.
- E. Contract amount: \$2,446,851
- F. Claims amount: \$0
- G. Liquidated damages assessed: None
- H. Date of completion of contract: 06/30/2017
- I. Name, address, and telephone number of design firm's architect or engineer:
U.S. Army Corps of Engineers, St. Louis District, Evan Taylor (Engineer), 1222 Spruce St., St.
Louis, MO 63103, (314) 331-8631
- J. Name of owner's project manager: Barrietta Killebrew, Contract Specialist, U.S. Army Corps of Engineers
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required
taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

Bidder's Signature:  Date: 05.05.21
Bidder's Name and Title (Print): Benjamin Ploederl, General Manager



Statement Regarding Claims & Litigation

Michels Corporation has never been involved in a bond forfeiture.

Although it is our preference to work privately and informally with owners and other contractors to resolve disputes, in the past we have been required to file a small number of claims as mandated by the dispute resolution provisions of certain contracts. Similarly, we have responded to a small number of claims including civil actions.

Other than these isolated occasions, there is no action, suit or proceeding pending against or filed by Michels Corporation or any of its officers, directors, managers or employees acting in their official capacity on behalf of the company before or by any court, arbitrator, administrative agency or other governmental authority and nothing which brings into question the validity of, or in any way legally or financially impairs, Michels Corporation.

Should you have additional inquiries, please contact David Stegeman, Chief Legal Officer and Senior Vice President of M&A & Real Estate, at 920.924.4328 or dstegema@michels.us.

Ve

A. David Stegeman
Chief Legal Officer and Sr. Vice President of M&A & Real Estate

cc: File

**CONSENT RESOLUTION OF
THE BOARD OF DIRECTORS OF
MICHELS CORPORATION
JANUARY 4, 2021**

The undersigned, being all of the Directors of MICHELS CORPORATION, a Wisconsin corporation, pursuant to Section 180.0821 of the Wisconsin Statutes, do hereby consent to the following acts taken without a meeting:

RESOLVED: that any of the following elected officers and appointed managers of Michels Infrastructure, a division of Michels Corporation shall have the authority to negotiate and execute bonds, bid documents, contracts and agreements on behalf of Corporation for the fiscal year ending December 31, 2021, or until their respective successors have been elected and qualified:

Vice President
General Manager

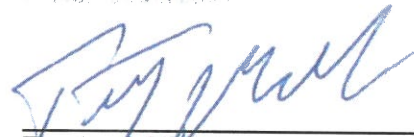
Mark E. Hutter
Benjamin Ploederl

Dated this 4th day of January 2021.

DIRECTORS:



Patrick D. Michels



Timothy J. Michels



Kevin P. Michels

Patrick Guilbeaux

Project Manager

2021 – Present: Project Manager | Michels Corporation | Milwaukee, WI

Responsible for overall site/field management and safety on projects. Monitor project budget including month end computations and projections. Coordinate project development between project engineer, superintendent and foreman. Prepare/submit all submittals, RFIs, extra work, contract change orders, schedules and pay requests. Also responsible for quality, cost controls, efficiency of construction process, service, personnel, safety plans, evaluation of plans and inspection of construction to maintain work consistency with project goals, job site safety and adherence to OSHA regulations.

2019 – 2021: Lead Project Manager | Petrofac/BP | Basra, Iraq

- Manage all activities of the Vessel Repair Program located throughout the oil field of Basra.
- Manage the engineering and design activities of the program.
- Control the schedule, procurement, and contractor activities of the projects.

2017 – 2019: Senior Construction Manager | Mott MacDonald Engineering | USA/London, England

- Engineering, design, and refurbishment of a tank farm and its associated assembly.
- Fabrication and installation of new 60,000 bbl tanks to support naphthenic oils.
- Site manager for all construction, support of design team requirements.
- Support project director and engineering team with my experience.

2016 – 2017: Senior Project Manager/Consultant | Plug Power, Inc. | New York, NY

- Company designs and manufactures hydrogen fuel cell systems, headquartered in New York.
- Full fiscal responsibility for the design, procurement, construction, and commissioning of hydrogen plants in USA, Mexico, and Canada. Mechanical equipment includes high and low-pressure vaporizers, compression equipment, storage tanks and tubes, and cryogenic vessels. One-year contract.

2012 – 2016: Senior Project Manager | Phillips 66 | LA

- Assigned through Hill International.
- Responsible for end-to-end management of large-scale EPC projects; \$160M+ for Phillips 66 Refinery, Louisiana.
- Projects include:
 - o EPC, vessel bundles, study for steam methane reformer.
 - o EPC, Cryogenic Vessels (removal & replacement of like-in-kind).
 - o Hydrogen supply FEED studies.
 - o Full EPC for hydrogen pipeline into plant, tank farm refurbishment.
- Managed program for demolition/construction of communications building along with additional CAPEX civil projects.
- Managed and participated in heavy cracker maintenance, facility shutdowns, and TARs.

PROFESSIONAL EXPERIENCE (continued)

2008 – 2012: EPC Program Manager | Nigerdock PLC | Nigeria

- Executive Profit & Loss responsibility for an EPC Business unit designing, fabricating, and commissioning oil rigs for deep and shallow-water environments. Projects included: 4 offshore contracts to design and construct jackets, accommodation modules, subsea equipment, buoy's, well platforms, pressure vessels, and bridges (OFON II field). 1 new project recently awarded for a new build of an FPSO (Aegina). Project portfolio exceeded \$3.2B USD. Clients: Exxon-Mobil, TOTAL, and HHI.
- CAPEX program funds \$110M USD and brief work scope included over 13km of asphalt-paved roads, strategic paint and storage centers (hard-structure buildings), extensive mechanical and plumbing system upgrades and new construction, and all marine off-loading structures to include entry-way bridge and off-loading facilities on the Snake Island property. Additional projects included repair and maintenance to existing and new client-ship operations/support.

2000 – 2008: EPC Project Director | Fluor Engineering Company, Middle East Operations

- Senior project executive for a book of business encompassing +\$200M USD in EPC projects at various locations in the Middle East, including Saudi Aramco, Kuwait Refinery, Qatar, and Oman.
- Responsible for successful completion of the projects in line with the delivery schedule, contract specifications, and conditions. DOD projects, USACE. Full comprehension-FAR. AFCAP/LOGCAP.
- Managed the EHS and quality programs as well as commissioning and hand-off of projects to the client.
- Examples of awarded projects include: operations and maintenance programs, procurement and replacement of large vessels, boiler units, drums, etc.

1994 – 2000: Managing Director | Trilo Industries | London, England

- Executive Team Leader, reporting to Board of Directors.
- Small-to-mid size company, performing <\$100M in annual gross revenue.
- Managed EPC (civil) projects in oil refineries located in Nigeria, Saudi Arabia and Brazil.
- Clients included: TOTAL, Aramco, and Gulf Oil.
- Scope of Responsibilities included: Full Fiscal and EHS Oversight, Business Development, and Public and Community Relations.

1990 – 1994: Operations Manager | Phillips 66, Inc. | Houston, TX

- Manager of Operations for offshore division of a large oil and gas program located in the Gulf of Mexico, USA.
- Oversight of: Operational Support, Safety Systems, and Quality Control Concerns.
- Supported CAPEX program as well as rig and offshore platform design, engineering, and fabrication projects/tank farms.

1985 – 1990: Project Manager | McDermott, Inc. | Avondale, LA

- Responsible for managing a topsides program for Gulf of Mexico deep water wells.
- Supported Safety, QC, X-ray, and procurement teams.
- Oversight of topsides program, FEED reports, purchasing management.
- PMP Trained/Certification

TRAINING & CERTIFICATIONS

EDUCATION

University of Southwestern Louisiana | Kenner, LA
MBA

University of Southwestern Louisiana | Kenner, LA
BS, Mechanical Engineering

U. S. Army Reserve
Lt. Colonel